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PATENT

Attorney Docket No. 6530.0060

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Reissue Application of:)

U.S. Patent No. 5,431,648)

Inventor: Avigdor Lev)

Issued: July 11, 1995)

Serial No.: 08/889,825)

Filed: July 8, 1997)

For: RADIATING DEVICE FOR
HYPERTHERMIA)

Group Art Unit: 3309

Examiner: Not assigned

Assistant Commissioner for Patents
Washington, D.C. 20231

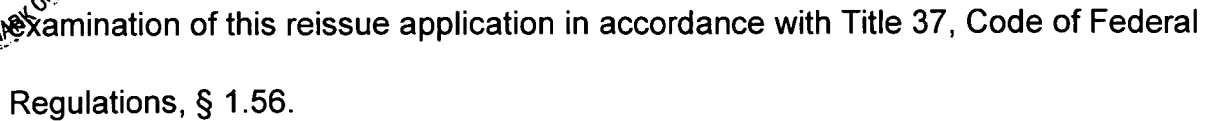
Sir:

DECLARATION OF AVIGDOR LEV

I, Avigdor Lev, hereby declare that:

1. My residence, post office address and citizenship are as stated below under my name.
2. I believe I am the original, first and sole inventor of the subject matter that is claimed in U.S. Patent No. 5,431,648 and in U.S. Reissue Patent Application Serial No. 08/889,825, filed on July 8, 1997.
3. I have reviewed and understand the contents of the above-identified reissue application, including the claims.
4. I acknowledge the duty to disclose information that is material to the

268020-52868880



Country (if PCT indicate PCT)	Application Number	Date of Filing	Priority Claimed Under 35 U.S.C. § 119
Italy	MI91 A 002993	November 11, 1991	[XX] Yes [] No
PCT	PCT/IT92/00142	November 10, 1992	[XX] Yes [] No

6. I believe that U.S. Patent No. 5,431,648 is partially inoperative by reason of my having claimed less than I had a right to claim. U.S. Patent No. 5,431,648 includes one (1) independent claim, claims.

Claim 1 recites a radiating device. U.S. Patent 5,431,648 does not include any method claims. At the time I filed the patent application, I did not appreciate that one of the aspects of the invention could be expressed as a method of performing hyperthermal therapy. Nevertheless, I consider such a method to be part of my invention. Accordingly, claims directed to a method of performing hyperthermal therapy are being sought in this reissue application.



7. All errors being corrected in the reissue application up to the time of filing the present Declaration arose without any deceptive intention on my part.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Avigdor Lev Date: 4 MARCH 1998

Citizenship: Israel

Residence and Post Office Address:
Jolly Residence
Via F.lli Cervi
MI-2, 20090 SEGRATE (MI)
ITALIA



~~Certificate~~ Under 37 C.F.R. § 3.73(b)

Applicant: Avigdor Lev

Application No.: 08/889,825

Filed: July 8, 1997

Entitled: Radiating Device for Hyperthermia

AIDA Engineering Ltd., a corporation,

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Avigdor Lev
To: Fondazione Centro S. Raffaele Del Monte Tabor
The document was recorded in the Patent and Trademark Office at Reel 7043, Frame 074-75.
2. From: Fondazione Centro S. Raffaele Del Monte Tabor
To: AIDA Engineering Ltd.
A copy of the document is attached and is being recorded in the Patent and Trademark Office simultaneously herewith.

☐ Copies of assignments of other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

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0895-067

Name: Dr. Avigdor Ler

Signature: *Alu*

01-07-1997 16:43



Patent Transfer Agreement

and: AIDA Engineering Ltd. (AIDA)
Address: Chancery House, High Street, Bridgetown, Barbados, West Indies
represented by Dr. Avigdor Lev

San Raffaele owns patents and patent applications listed in the Attachment A and inventions related to medical treatments as disclosed in the patents and patent applications listed in the Attachment A (the Inventions) and the relative know how.
In order to transfer the full propriety of the Inventions to AIDA, or to a third party nominated by AIDA under whatever title, the parties agree on the following :

Article 1
San Raffaele sells and assigns to AIDA, its lawful successors and assigns, or to a third party nominated by AIDA under whatever title, the entire rights, titles and interests to the Inventions, and all divisional and continuation applications, all extensions, renewals and reissues thereof, and all rights to claim priority thereon, and all patent applications that may hereafter be filed for the Inventions in any country, and all patents that may be granted on the Inventions in any country, and all extensions, renewals and reissues thereof (hereafter "the Patent Documents").

Article 2
San Raffaele represents and assures that it owns title and rights on the Inventions and on the Patents Documents, that it did not put them as guaranty or security for anything, and that it has the right to transfer them under this Agreement, and will not enter any other conflicting agreement.

San Raffaele, anyway, accepts to pay any possible future expense to extinguish any act which could put the Inventions and the patent Document as guaranty or security for anything.

Article 3
San Raffaele represents and assures that it has taken all necessary steps and paid all fees to maintain the patent Documents through the execution date of this Agreement. San Raffaele commits itself to advise AIDA or a third party nominated by AIDA under whatever title, in writing, of all necessary steps and fees required to maintain the Patent Documents from the signature of this Agreement.

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Article 4

Article 4
San Raffaele will not claim any interest in any modification or improvement of the Inventions by Dr. Lev, AIDA and/or any third party by them delegated under whatever title.

Article 5

Article 5
San Raffaele will transfer to AIDA or to a third party nominated by AIDA under whatever title, all the technical documentation and information in possession of San Raffaele related to the Inventions. the transfer will start on same moment of the payment specified in Article 7.1.1., which times will be at the discretion of AIDA or the third party, following reasonable notice to San Raffaele.

Article 6

Article 6
At the moment of the payment specified in Article 7.1.1., San Raffaele will :

- At the moment of the payment specified in Article 7.1.1., San Raffaele will:
- give all documents related to the execution of the patent transfer, duly compiled and signed, to activate the immediate property transfer of the Inventions to AIDA or to a third party nominated by AIDA under whatever title.
 - send an irrevocable letter to all the suppliers, producers etc. involved in activities connected to the Inventions, and formerly committed with San Raffaele with a confidentiality and exclusivity agreement, where San Raffaele will inform them about the conveyance of full property on the Inventions to AIDA or to a third party nominated by AIDA under whatever title. Consequently that letter will transfer any commitment to secrecy and exclusivity taken with San Raffaele to AIDA or to a third party nominated by AIDA under whatever title.

San Raffaele promises to cooperate with and assist AIDA or a third party nominated by AIDA under whatever title, in completing the transfer of the Patent Documents and in obtaining the Patent Documents. San Raffaele will give AIDA or a third party nominated by AIDA under whatever title, all files concerning the Patent Documents in the moment of the payment specified in Article 7.1.1.

In case of future necessities, even if arisen after the payment, San Raffaele commits itself to sign any document or to take any necessary action to transfer rights and property or to evidence the transfer thereof.

Article 7

Article 7
AIDA or a third party nominated by AIDA under whatever title, agrees to pay San Raffaele according to following articles :

Article 7.1.1.

Article 7.1.1.
Lit 500.000.000 (Hundred Millions Italian Lira) within 90 after the signature of the Agreement.

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Article 7.1.2

AIDA, or a third party nominated by AIDA under whatever title, agrees to pay to San Raffaele for each system known as Urothermer or Synergo, sold by AIDA or by a third party nominated by AIDA under whatever title, the amount of USD 4,000, until a total payment of USD 800,000 (eight hundred thousands United States of America Dollars). AIDA, or a third party nominated by AIDA under whatever title, agrees to give San Raffaele, within sixty days following the end of each calendar quarter, a report of the number of systems known as Urothermer or Synergo sold and all monies due to San Raffaele. Once the payments called for by Articles 7.1.1. and 7.1.2. are made, San Raffaele shall not be entitled to any further amounts.

Article 7.2

AIDA, or a third party nominated by AIDA under whatever title, agrees to maintain records regarding the numbers of sales of the systems, as defined in art. 7.1.2, including the serial numbers of the systems, and San Raffaele shall have the right to audit records of AIDA, or a third party nominated by AIDA under whatever title, regarding sale of the system. Commitment to show records and to inform San Raffaele about sales will end when the total payment, as shown in articles 7.1.1 and 7.1.2, will be settled.

Article 8

San Raffaele promises not to assist third parties in attacks or challenges to the Patent Documents.

Article 9

AIDA, or a third party nominated by AIDA under whatever title, grants to San Raffaele a not exclusive, not-transferable license under the Patent Documents to use the Inventions solely for research purposes or treatment of patients at San Raffaele, but not for the commercial benefit of any third party.

Article 10

From the signature of this agreement, for the future, San Raffaele will grant AIDA, or a third party nominated by AIDA under whatever title, the possibility to continue seeing case files and clinical data regarding patients who underwent treatment with the system known as Urothermer or Synergo, and to cooperate with medical doctors of San Raffaele for clinical and scientific purposes.

Article 11

This is the entire agreement between the parties regarding the transfer of full property of the applications listed in Attachment A (the Inventions) and patents to AIDA, or to a third party nominated by AIDA under whatever title, and substitutes any conflicting agreements.

Article 12

This Agreement will be interpreted under U.S.A. law as applicable to transactions completed in the Commonwealth of Massachusetts

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Article 13

Article 13
Within 90 days from the signature of this agreement, AIDA will have the right to withdraw present agreement, with unilateral decision, with no penalties.

Article 14

Article 14
San Raffaele confirms its satisfaction for terms and conditions of present agreement.

**Fondazione Centro San Raffaele
del Monte Tabor
Via Olgettina, 60, 20132 Milano, Italy**

Signed : [Signature]
Sac. Prof. Luigi Maria Verze

Date: 12/6/97

AIDA Engineering Ltd.
Chancery House, High Street, Bridgetown,
Barbados West Indies

Signed :
Dr. Avigdor Lev

Date: 12/6/93

Page 4 of 5

TOTALE P.02